

**AMENDMENT NO. 5
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
BROKEN ARROW MUNICIPAL AUTHORITY
AND
HDR ENGINEERING, INC.
FOR
WATER TREATMENT PLANT ON-CALL SERVICES**

THIS **AMENDMENT NO. 5** made and entered into this ____ day of _____, 2019, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, a municipal corporation of the State of Oklahoma, hereinafter referred to as "BAMA", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, BAMA and ENGINEER entered into an Agreement dated September 16, 2014, for one year of on-call services as set forth in said Agreement; and

WHEREAS, BAMA and ENGINEER entered into Amendment No. 1 dated November 9, 2015, to extend the on-call services through June 30, 2016, as set forth in said Agreement; and

WHEREAS, BAMA and ENGINEER entered into Amendment No. 2 dated August 24, 2016, to extend the on-call services through June 30, 2017, as set forth in said Agreement; and

WHEREAS, BAMA and ENGINEER entered into Amendment No. 3 dated November 14, 2017, to extend the on-call services through June 30, 2018, as set forth in said Agreement; and

WHEREAS, BAMA and ENGINEER entered into Amendment No. 4 dated October 16, 2018, to extend the on-call services through June 30, 2019, as set forth in said Agreement; and

WHEREAS, BAMA and ENGINEER propose to amend said Agreement to extend the on-call services through June 30, 2020; and

WHEREAS, the 2014 Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said services in Account Number 0205405434 3087; and

WHEREAS, ENGINEER is prepared to provide said services identified in this Amendment.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

1. SCOPE OF SERVICES.

The Scope of Services related to this Amendment No. 5 are the same as defined in the original Agreement.

2. BAMA'S RESPONSIBILITIES AND SPECIAL CONDITIONS.

BAMA's responsibilities related to this Amendment No. 5 are the same as defined in the original Agreement.

3. CONTRACT AMOUNT.

As compensation for the work related to this Amendment No. 5, BAMA shall pay ENGINEER in accordance with the terms specified in the original Agreement a not-to-exceed amount of \$50,000.

4. PROJECT SCHEDULE.

The project time period related to this Amendment No. 5 is from July 1, 2019, to June 30, 2020.

5. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 5 is effective upon signature by both parties.

Except as amended hereby, all terms of the 2014 Agreement shall remain in full force and effect without modification or change.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected to be effective on the date executed by the City Manager of the City of Broken Arrow, Oklahoma.

BAMA:
Broken Arrow Municipal Authority

ENGINEER:
HDR Engineering, Inc.

Approved as to form:

By _____
Assistant City Attorney

By [Signature]
Ramon F. Miguez, Vice President

By _____
Michael L. Spurgeon, City Manager

(CORPORATE SEAL) if applicable

Date _____

Attest: [Signature]
Secretary Const. Eng. Admin.

Attest:

Secretary

Date 5-10-2019

VERIFICATIONS (If not a corporation)

State of Texas)
~~Oklahoma~~)
County of Dallas)
~~Fulsa~~)

Before me, a Notary Public, on this 10th day of May, 2019,
personally appeared Ramon Miguez, known to be to be the (President,
Vice President) Corporate Officer, Member, Partner, or Other: _____
of HDR Engineering, Inc., and to be the identical person who executed the within and
foregoing instrument, and acknowledged to me that he executed the same as his free and
voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

4-3-23

[Signature]
Notary Public

